

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES		
2. CONTRACT (Proc. Inst. Indent.) NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY		CODE	6. ADMINISTERED BY (If other than Item 5)		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				8. DELIVERY			
				<input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM			
11. SHIP TO/MARK FOR		CODE	12. PAYMENT WILL BE MADE BY		CODE		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:			14. ACCOUNTING AND APPROPRIATION DATA				
<input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()							
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT					\$		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	Supplies/Services	Qty	Unit	Unit Price	Amount
0001	The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A..				
Total Firm Fixed Price:					\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. The research effort to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
2. The Contractor shall conduct the research effort under CLIN 0001 in accordance with Attachment Number 1, entitled "Statement of Work for Base Period".

SECTION D - PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract will be accomplished on behalf of the Contracting Officer by the Program Officer identified in Section G of this contract, at the address stated in Section F of this contract, who shall have thirty (30) days after delivery for acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

1. The research effort to be performed under this contract shall be conducted during the period from the date of contract award through XXXXXXXX.

- a. Contract Line Items shall be delivered in accordance with the following:

CLIN	Delivery Date
0001AA	

2. Distribution, consignment and marking instructions for all reports and data shall be F.O.B. Destination in accordance with Enclosure Number 1 of Exhibit A. The address for the cognizant Program Officer is as follows:

Office of Naval Research
875 North Randolph St.
Attention: Code:
Arlington, Virginia 22203-1995

SECTION G - CONTRACT ADMINISTRATION DATA

1. PAYMENT AND INVOICE INSTRUCTIONS (FIRM FIXED PRICE)

1.1 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (FIRM FIXED PRICE OR TIME-AND-MATERIAL/LABOR-HOUR)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for the submission of payment requests, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at (http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_oerview/vendor_information). The most useful guides are "Vendor Self Registration/Account Management" and either "Invoice 2in1" or "Invoice and Receiving Report (Combo)"; use the former if the invoice is for services only.

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting invoices must self-register in WAWF.

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. *(Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)*

Enter the Pay DODAAC and hit Submit.

Pay DoDAAC: [Use the 6 character "PAYMENT WILL BE MADE BY" CODE on page one of the award document]

Select either the: **"Invoice as 2-in-1 (Services Only)"** for services/R&D/reports (can include incidental supplies) or **"Invoice and Receiving Report (Combo)"** for supplies (can also include additional services) invoice type within WAWF and hit Continue. Both types of invoices fulfill any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

Issue Date: [Use the signed date of the award document]

IssueBy DoDAAC: [Use the 6 character "ISSUED BY" CODE on page one of the award document]

Admin DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

Service Acceptor: [Use the 6 character "ISSUED BY" CODE on page one of the award document] *(Note – this line is required only with "Invoice as 2-in-1 (Services Only)" type invoices)*

Ship To Code: [Use the 6 character "SHIP TO" CODE on page one of the award document] *(Note – this line is required only with "Invoice and Receiving Report (Combo)" type invoices)*

LPO DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document] *(Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC is HQ0251 or begins with an 'N'; otherwise leave blank)*

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the "Misc Info" tab.

Helpful Note: Shipment Number format should be three (3) alpha and four (4) numeric characters (e.g., SER0001).

Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN.
(Note – Do not invoice for more than is still available under any ACRN)

After all required information is included, click on the “Create Document” button under the “Header” tab.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3rd character in the “Appropriation (Critical)” part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

1.2 DFARS 252.232-7007 Limitation of Governments Obligation (MAY 2006)

(a) Contract line item(s) *through * are incrementally funded. For these item(s), the sum of \$* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to

by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

(End of clause)

ALTERNATE I (MAY 2006).

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item _____ is incrementally funded. The sum of \$ * is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

* To be inserted after negotiation.

2. Payment Instructions for Multiple Accounting Classification Citations

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

Check all applicable.	DFARS PGI Reference	Indicate applicable CLIN(s) or SLIN(s).	Instruction for Use
	252.204-0001 Line Item Specific: Single Funding (SEP 2009)		USE FOR CONGRESSIONALS. If there is only one source of funding for the contract line item (i.e., one ACRN)
	252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order
	252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction
	252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)		USE FOR MOST ONR R&D CONTRACTS. If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first
	252.204-0005 Line Item Specific: by Cancellation Date (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the

			earliest cancellation date first.
	252.204-0006 Line Item Specific: Proration (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN.
If Line Item Specific funding is not appropriate, the contracting officer may select one of the contract line specific instructions.			
	252.204-0007 Contract-wide: Sequential ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in sequential ACRN order
	252.204-0008 Contract-wide: Contracting Officer Specified ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in a specified ACRN order
	252.204-0009 Contract-wide: by Fiscal Year (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in fiscal year order
	252.204-0010 Contract-wide: by Cancellation Date ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated by cancellation date.
	252.204-0011 Contract-wide: Proration (SEP 2009)	N/A	If the contract or order that provides for progress payments based on costs, or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN
	252.204-0012 Contract-wide: Other (SEP 2009)	N/A	If none of the standard payment instructions identified above are appropriate, the contracting officer may insert other payment instructions, if they provide a significantly better reflection of how funds will be expended in support of contract performance; and are agreed to by the payment office and the contract administration office.

3. INSTRUCTION TO THE CONTRACTOR

The Contractor is advised to direct all inquiries concerning administration of this contract to the Administrative Contracting Officer designated in Block 6 of the Standard Form 26 of this contract.

4. PROCURING OFFICE REPRESENTATIVES

In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator - , ONR , () -, DSN 426-, E-Mail Address @NAVY.MIL

Program Officer (Inspection and Acceptance) - , ONR, () -, DSN 426-

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177,
diana.pacheco@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000

The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph ST. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

5. TYPE OF CONTRACT

This is a Firm Fixed Price contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. ONR 5252.235-9714 REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable PDF(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

2. INVENTION DISCLOSURES AND REPORTS

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer.

3. ONR 5252.237-9705 KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance forty-five (45) days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name

SECTION J - LIST OF ATTACHMENTS

1. Exhibit A, entitled, "Contract Data Requirements List" with Instructions for Distribution."
2. Attachment Number 1, entitled, "Statement of Work" – X pages
3. Attachment Number 2, SF Form 298 entitled, "Report Documentation Page"
4. Attachment Number 3, entitled, "Financial Accounting Data Sheet."

SECTION I - CONTRACT CLAUSES (August 18, 2011)

Firm Fixed Price

* Attention: Prime Contractors. If a subaward is made to an educational institution, Prime Contractors are directed to please refer to the ONR Model Award for appropriate flow-down clauses to universities. See <http://www.onr.navy.mil>; click on Contracts & Grant; and then click on Model Awards. Finally click on Flow Down Clauses for Educational Institutions.

(A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

All of the FAR and DFARS clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>
http://farsite.hill.af.mil/farsite_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- * Applies when contract action exceeds \$3,000
- ** Applies when contract action exceeds \$15,000
- *** Applies when contract action exceeds \$25,000
- + Applies when contract action exceeds \$30,000
- ++ Applies when contract action exceeds \$100,000
- +++ Applies when contract action exceeds \$150,000
- ^ Applies when contract action exceeds \$500,000
- ^^ Applies when contract action exceeds \$650,000 and subcontracting possibilities exist. Small Business Exempt.
- # Applies when contract action exceeds \$700,000
- ## Applies when contract action exceeds \$1,000,000

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

+++ FAR 52.202-1	Definitions (JUL 2004)
+++ FAR 52.203-3	Gratuities (APR 1984)
+++ FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
+++ FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)

+++ FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)
+++ FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
+++ FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
+++ FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
+++ FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-7	Central Contractor Registration (APR 2008)
FAR 52.204-8	Annual Representations and Certifications (MAY 2011)
+ FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
FAR 52.211-11	Liquidated Damages -- Supplies, Services, or Research and Development (SEP 2000)
FAR 52.211-15	Defense Priority and Allocation Requirements (APR 2008)
+++ FAR 52.215-2	Audit and Records -- Negotiation (OCT 2010)
FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
# FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (AUG 2011) (The provisions of this Clause have been waived for nonprofit organizations including educational institutions on cost-reimbursement no fee contracts IAW DFARS 215.403-1 (c) (4). The clause is applicable to many subcontracts over \$700,000.)
# FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 2010) (Applicable to subcontracts over \$700,000 only)
+++ FAR 52.215-14	Integrity of Unit Prices (OCT 2010) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
# FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
# FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
# FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
* FAR 52.219-1	Small Business Program Representation (APR 2011) and Alternate I (APR 2011)
FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns (JAN 2011)
+++ FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)
+++ FAR 52.219-8	Utilization of Small Business Concerns (DEVIATION)
* FAR 52.219-28	Post-Award Small Business Program Representation (APR 2009)
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
* FAR 52.222-3	Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (MAR 2007)
++ FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010)
+++ FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
++ FAR 52.222-37	Employment Reports on Veterans (SEP 2010)
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)

+++ FAR 52.222-54	Employment Eligibility Verification (JAN 2009) (Does not apply when work is performed outside the United States and Period of performance is less than 120 days)
FAR 52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
FAR 52.225-13	Restrictions on Certain Foreign Purchases(JUN 2008)
+++ FAR 52.227-1	Authorization and Consent (DEC 2007) Alternate I (APR 1984)
+++ FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
+++ FAR 52.229-3	Federal, State, and Local Taxes (APR 2003)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
+++ FAR 52.232-17	Interest (OCT 2010)
* FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
FAR 52.232-25	Prompt Payment (OCT 2008) and Alternate I (FEB 2002) (The words "the 30 th day" are inserted in lieu of "the 7 th day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does not apply] [Alternate I applies when awarding a cost reimbursement contract for services]
FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
FAR 52.233-1	Disputes (JULY 2002)
FAR 52.233-3	Protest After Award (AUG 1996)
+++ FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop Work Order (AUG 1989)
+++ FAR 52.244-2	Subcontracts (OCT 2010)
+++ FAR 52.244-5	Competition in Subcontracting (DEC 1996)
FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010)
FAR 52.245-1	Government Property (AUG 2010)
FAR 52.245-9	Uses and Charges (AUG 2010)
FAR 52.249-6	Termination (Cost-Reimbursement)(MAY 2004)
FAR 52.249-14	Excusable Delays (APR 1984)
FAR 52.251-1	Government Supply Sources (AUG 2010)
FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:

DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (JAN 2009)
+++ DFARS 252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
DFARS 252.204-7003	Control of Government Work Product (APR 1992)
DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
DFARS 252.204-7007	Alternate A, Annual Representations and Certifications (MAY 2010)
DFARS 252.204-7008	Export-Controlled Items (APR 2010)

DFARS 252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol (JAN 2009)
+++ DFARS 252.209-7001	Disclosure of Ownership of Control by the Government of a Terrorist Country (JAN 2009)
+++ DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
DFARS 252.211-7003	Item Identification and Valuation (JUN 2011) (Applicable if the contract includes items (1) with a unit cost of \$5000 or more or (2) that will be serially managed or controlled inventory)
DFARS 252.211-7007	Reporting of Government – Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
# DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
## DFARS 252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements (DEC 2010)(Use in all solicitations and contracts valued in excess of \$1million utilizing funds appropriated or otherwise made available by the FY10/FY11 Defense Appropriations Act)
+++ DFARS 252.225-7012	Preference for Certain Domestic Commodities (JUN 2010)
+++ DFARS 252.225-7013	Duty-Free Entry (DEC 2009)
DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 2005)
DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (MAR 2011)
DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAR 2011)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software (JUN 1995)
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAR 2011)
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
DFARS 252.227-7030	Technical Data – Withholding of Payment (MAR 2000)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
DFARS 252.232-7003	Electronic Submissions of Payment Requests (MAR 2008)
+++ DFARS 252.242-7004	Material Management and Accounting System(JUL 2009)(Applicable in contracts exceeding the simplified acquisition threshold (\$150,000) that are not for the acquisition of commercial items and are not awarded to small businesses and are Fixed-price contracts with progress payments made on the basis of costs incurred by the contractor as work progresses under the contract.)
DFARS 252.242-7005	Contractor Business Systems (MAY 2011)
DFARS 252.243-7001	Pricing of Contract Modifications (DEC 1991)
+++ DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
DFARS 252.245-7001	Tagging, Labeling, and Marking of Government Furnished Property (FEB 2011)
DFARS 252.245-7002	Reporting Loss of Government Property (FEB 2011)
DFARS 252.245-7003	Contractor Property Management System Administration (MAY 2011)
DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2008)
+++ DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002)
DFARS 252.246-7005	Notice of Warranty Tracking of Serialized Items (JUN 2011)
DFARS 252.246-7006	Warranty Tracking of Serialized Items (JUN 2011)

DFARS 252.247-7024	Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.)
DFARS 252.251-7000	Ordering from Government Supply Sources (NOV 2004)

(B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

FAR 52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010) (Applicable in solicitations and contracts if the value is expected to exceed \$5M and the performance period is 120 days or more.)
FAR 52.203-14	Display of Hotline Poster(s) (DEC 2007) (Applicable only when contract action exceeds \$5M or when any modification increases the contract amount to more than \$5M)
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Applicable in all solicitations and contracts of \$25,000 or more. The clause is NOT required in classified solicitations and contracts; or solicitations and contracts with individuals.)
FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applicable in contracts where the contract value exceeds \$30,000)
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011) (Use this clause in solicitations where the resultant contract value is expected to exceed \$500,000 and in contracts in which the offeror checked "has" in paragraph (b) of the provision 52.209-7 "Information Regarding Responsibility Matters (JAN 2011".)
FAR 52.210-1	Market Research (APR 2011) (Applicable in contracts over \$5M for the procurement of items other than commercial items.)
FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a)[insert the period of performance], in second

		blank of paragraph (a) [insert 1 day], and in paragraph (c), insert [(months)(years)] (Applicable if contract contains line item(s) for option(s)) (Complete the spaces in brackets)
	FAR 52.219-3	Notice of Total HUBZone Set-Aside (JAN 2011) (Applicable in contracts for acquisitions that are set aside for, or awarded on a sole source basis to, HUBZone small business concerns under 19.1305 or 19.1306.)
	FAR 52.219-6	Notice of Total Small Business Set-Aside (JUN 2003) and Alternate I (OCT 1995) (Applicable in contracts involving total small business set-asides) (Use the clause at 52.219-6 with its Alternate II (MAR 2004) when including FPI in the competition in accordance with 19.504.)
	FAR 52.219-7	Notice of Partial Small Business Set-Aside (JUN 2003) and Alternate I (OCT 1995) (Applicable in contracts involving partial small business set-asides) (Use the clause at 52.219-7 with its Alternate II (MAR 2004) when including FPI in the competition in accordance with 19.504)
	FAR 52.219-9	Small Business Subcontracting Plan (JAN 2011)(DEVIATION) (Use in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$650,000, and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program or DFARS 252.219-7004 is included.)
	FAR 52.219-10	Incentive Subcontracting Program (OCT 2001) (Applicable at the PCO's discretion to contract actions exceeding \$550,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 - "XX") (Complete the space in the parentheses)
	FAR 52.219-16	Liquidated Damages- Subcontracting Plan (JAN 1999)(Use in all solicitations and contracts containing the clause at 52.219-9)(Note: do not use in contracts with contractors that have comprehensive subcontracting plans approved under the test program)
	FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Applicable if contract includes FAR 52.219-24)
	FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEVIATION) (Applicable if contract includes FAR 52.219-24)
	FAR 52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Applicable at the PCO's discretion to contract actions exceeding \$150,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 - "XX") (Complete the space in the parentheses)
	FAR 52.219-29	Notice of Total Set-Aside for Economically Disadvantaged Women-owned Small Business (EDWOSB) Concerns (APR 2011) (Applicable in contracts for acquisitions that are set aside for economically disadvantaged women-owned small business concerns under 19.1505(b).
	FAR 52.219-30	Notice of Total Set-Aside for Women-Owned Small Business

		(WOSB) Concerns Eligible Under the Women-Owned Small Business Program (APR 2011) (Applicable in contracts for acquisitions that are set aside for women-owned small business concerns under 19.1505(c).)
	FAR 52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation. (JUL 2005)(Applicable when the contract may require or involve the employment of laborers or mechanics. <u>However</u> , do not include the clause in contracts--(a)Valued at or below \$150,000 (b)For commercial items; (c)For transportation or the transmission of intelligence; (d)To be performed outside the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C.1331) (29 CFR 5.15); (e)For work to be done solely in accordance with the Walsh-Healey Public Contracts Act (see Subpart 22.6); (f)For supplies that include incidental services that do not require substantial employment of laborers or mechanics; or (g)Exempt under regulations of the Secretary of Labor (29 CFR 5.15).
	FAR 52.222-20	Walsh Healy Public Contracts Act (OCT 2010) (Applicable if the contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000)
	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)
	FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$150,000 or at any value when the contract is awarded to an individual)
	FAR 52.230-2	Cost Accounting Standards (OCT 2010) (Applicable when contract amount is over \$650,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2008) (Applicable in negotiated contracts when the contract amount is over \$650,000, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix))
	FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
	FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price)

		(Short Form) (APR 1984) (Applicable when a fixed-price contract is contemplated and the contract amount is not expected to exceed the simplified acquisition threshold (\$150,00), except if use of the clause at 52.249-4, Termination for Convenience of the Government (Services) (Short Form) is appropriate, appropriate)
	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) (Applicable when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold (\$150,00), except in contracts for Dismantling and demolition)
	DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)(Applicable when appointment of a Contracting Officer's Representative (COR) is anticipated)
	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Use in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)(ONR requires 30 days to review information)
	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
	DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases total contract amount to more than \$1,000,000)
	DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (Use this clause in solicitations and contracts that contain the clause FAR 52.219-9, Small Business Subcontracting Plan)
	DFARS 252.219-7004	Small Business Subcontracting Plan (Test Program) (JAN 2011)(Use in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702, instead of the clauses at 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), FAR 52.219-9, Small Business Subcontracting Plan and FAR 52.219-16, Liquidated Damages- Subcontracting Plan)
	DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.
	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (JAN 2009) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7021, or 252.225-7036.)
	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (JUN 2005) (Applicable when clause at DFARS 252.225-7001, 252.227-7021, or

		252.227-7036 applies)
	DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings (JUN 2011) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
	DFARS 252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUN 2011)
	DFARS 252.225-7997	Additional Contractor Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION) (AUG 2010) (Applicable in all new solicitations and resultant contracts <u>performed</u> in Iraq or Afghanistan)
	DFARS 252.234-7002	Earned Value Management (MAY 2011) (Applicable in contracts valued at \$20M which EVMS will be applied in accordance with 234.201(1)(iii) and (iv) and instead of FAR 52.234-4, Earned Value Management System)
	DFARS 252.242-7005	Contractor Business Systems (MAY 2011)(Applicable in contracts when-- (a)The resulting contract will be a covered contract as defined in <u>DFARS 242.7000(a)</u> ; and (b)The solicitation or contract includes any of the following clauses: (1)252.215-7002, Cost Estimating System Requirements. (2)252.234-7002, Earned Value Management System. (3)252.242-7004, Material Management and Accounting System. (4)252.242-7006, Accounting System Administration. (5)252.244-7001, Contractor Purchasing System Administration. (6)252.245-7003, Contractor Property Management System Administration.)
	DFARS 252.242-7006	Accounting System Administration (MAY 2011) (Applicable in contracts when a fixed-price contract with progress payments made on the basis of costs incurred by the contractor or on a percentage or stage of completion.)

(C) FIRM FIXED PRICE- RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to Firm Fixed Price Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (+ + + - applies to contract actions exceeding \$150,000)

FAR 52.232-2	Payments under Fixed-Price Research and Development Contracts (APR 1984)
FAR 52.243-1	Changes – Fixed Price (AUG 1987) and Alternate V (APR 1984)
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
+ + + FAR 52.246-16	Responsibility for Supplies (APR 1984)
+ + + FAR 52.246-23	Limitation of Liability (FEB 1997)
+ + + FAR 52.249-9	D Default (Fixed-Price Research and Development) (APR 1984)
DFARS 252.235-7010	Acknowledgement of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)

The following FAR and DFARS clauses are for Firm Fixed Price Research and Development Contracts and only apply when specifically marked with a check (x):

	FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254)
	FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or nonprofit organization)
	DFARS 252.227-7038	Patents – Ownership by the Contractor (Large Business)(DEC 2007) (Applicable in contracts for experimental, developmental, or research work if—(A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c))
	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applicable when FAR 52.227-11 applies)
	DFARS 252.235-7002	Animal Welfare (DEC 1991) (Applicable in contracts awarded in the United States or its outlying areas involving research on live vertebrate animals.)
	DFARS 252.235-7004	Protection of Human Subjects (JUL 2009) (Applicable in contracts that include or may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b))

(D) FIRM FIXED PRICE SERVICE CLAUSES

The following FAR clauses apply to Firm Fixed Price Service Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply. (+ + + - applies to contract actions exceeding \$150,000)

	FAR 52.232-1	Payments (APR 1984)
	FAR 52.232-8	Discounts for Prompt Payments (FEB 2002)
	FAR 52.232-11	Extras (APR 1984) Discounts for Prompt Payments (FEB 2002)
	FAR 52.243-1	Changes – Fixed Price (AUG 1987) and Alternated I (APR 1984)
	FAR 52.246-4	Inspection of Services – Fixed Price (AUG 1996)
+ + +	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)
+ + +	FAR 52.249-8	Default (Fixed Price Supply and Services)(FEB 1997)
^^	DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

The following FAR and DFARS clauses are for Firm Fixed Price Service Contracts only apply when specifically marked with a check (x):

	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply Or Services (Oct 2008) (Applicable in contracts that require a contractor to provide supplies or services for Government use that are on the Procurement List maintained by the Committee for Purchase From People Who Are Blind or Severely Disabled. The contracting officer shall identify in the contract schedule the supplies or services that shall be purchased from a mandatory source and the specific source)
	FAR 52.217-8	Option to Extend Services (NOV 1999) (Applicable when options will be used under a service contract.)
	FAR 52.223-10	Waste Reduction Program (MAY 2011) (Applicable for contractor operation of Government-owned or leased facilities)
	FAR 52.242-17	Government Delay of Work (APR 1984) (Applicable in contracts when fixed-price contract is contemplated for supplies other than commercial or modified-commercial items. The clause use is optional when a fixed-price contract is contemplated for services, or for supplies that are commercial or modified-commercial items)
	DFARS 252.239-7001	Information Assurance Contractor Training and Certification(JAN 2008)(Applicable in contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M.

(E) FIRM FIXED PRICE SUPPLY CLAUSES

The following FAR and DFARS clauses apply to Firm Fixed Price Supply Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply. (+ + - applies to contract actions exceeding \$150,000)

	FAR 52.211-5	Material Requirements (AUG 2000)
	FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
*	FAR 52.222- 19	Child Labor – Cooperation with Authorities and Remedies (JUL 2010)
+++	FAR 52.225-8	Duty-Free Entry (FEB 2000)
	FAR 52.232-1	Payments (APR 1984)
	FAR 52.232-8	Discounts for Prompt Payments (FEB 2002)
	FAR 52.232-11	Discounts for Prompt Payments (FEB 2002)
	FAR 52.243-1	Changes – Fixed Price (AUG 1987) and Alternated I (APR 1984)
	FAR 52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
	FAR 52.246-16	Responsibility for Supplies (APR 1984)
+++	FAR 52.246-23	Limitation of Liability (FEB 1997)
+++	FAR 52.249-8	Default (Fixed Price Supply and Services)(FEB 1997)
	DFARS 252.217-7026	Identification of Sources of Supply (NOV 1995)

+++ DFARS 252.225-7013	Duty Free Entry (DEC 2009)
^ DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

The following FAR and DFARS clauses are for a Firm Fixed Price Supply Contract and only apply when specifically marked with a check (x):

	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services(JUL 2004) (Applicable to contract which require a contractor to purchase supply items for Government use that are available from the Committee for Purchase from People Who Are Blind or Severely Disabled)
	FAR 52.217-6	Option for Increased Quantity (MAR 1989)
	FAR 52.242-17	Government Delay of Work (APR 1984) (Applicable in contracts when fixed-price contract is contemplated for supplies other than commercial or modified-commercial items. The clause use is optional when a fixed-price contract is contemplated for services, or for supplies that are commercial or modified-commercial items)
	FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984) (Applicable in contracts when the contract will be Fixed-price f.o.b. origin contracts (other than contracts at or below the simplified acquisition threshold (\$150,000)) (see 47.104-2(b) and 47.104-3))

(F) CLAUSES IN FULL TEXT

FAR 52.227-7 Patents – Notice of Government License (APR 1984)

Patents – Notice of Government Licensee (Apr 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is ____ [Contracting Officer fill in], and the royalty rate is ____ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

☐ Owner

☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of Provision)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

I. The Contractor's ORCA validation dated from: _____ to: _____ is hereby incorporated into this contract by reference. The ONR Contract Specific Representations and Certifications, dated _____ are hereby incorporated by reference.

**ENCLOSURE NUMBER 1
CONTRACT DATA REQUIREMENTS LIST
INSTRUCTIONS FOR DISTRIBUTION**

DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT
(A SF 298 must accompany the final report)

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
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Program Officer E-mail:		1	1
Administrative Contracting Officer*		1	1
Director, Naval Research Lab Attn: Code 5596 4555 Overlook Avenue, SW Washington, D.C. 20375-5320 E-mail: reports@library.nrl.navy.mil	N00173	1	1
Defense Technical Information Center ATTN: DTIC-OA (Eva Adams or Shari Pitts) 8725 John J. Kingman Road STE 0944 Ft. Belvoir, VA 22060-6218 E-mail: TR@Dtic.mil	HJ4701	1	1

* Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

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- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents, please send them in on a disk or sign up for DTIC's web-based document submission system at <http://www.dtic.mil>. DTIC prefers .pdf, .tif, and .ps files; however, other formats will also be accepted. **NOTE:** DTIC can no longer accept the following file types via email: password protected, zipped or compressed files, file with the extensions: *.vbs, *.cmd, *.exe, *.bat, *.com, *.mp3, *.eml and *.dll.

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

DISTRIBUTION OF PROGRESS REPORTS

The minimum distribution for progress reports is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED / UNLIMITED	UNCLASSIFIED/ LIMITED AND CLASSIFIED
Program Officer		1	1
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*Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**1. REPORT DATE (DD-MM-
YYYY)****2. REPORT TYPE****3. DATES COVERED (From - To)****4. TITLE AND SUBTITLE****5a. CONTRACT NUMBER****5b. GRANT NUMBER****5c. PROGRAM ELEMENT
NUMBER****5d. PROJECT NUMBER****5e. TASK NUMBER****5f. WORK UNIT NUMBER****6. AUTHOR(S)****7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)****8. PERFORMING
ORGANIZATION REPORT****9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES)****10. SPONSOR/MONITOR'S
ACRONYM(S)****11. SPONSOR/MONITOR'S
NUMBER(S)****12. DISTRIBUTION / AVAILABILITY STATEMENT****13. SUPPLEMENTARY NOTES****14. ABSTRACT****15. SUBJECT TERMS****16. SECURITY CLASSIFICATION OF:****a. REPORT****b. ABSTRACT****c. THIS PAGE****17.
LIMITATION****18.
NUMBER****19a. NAME OF RESPONSIBLE
PERSON****19b. TELEPHONE NUMBER
(include area code)**